

THE NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY  
MINUTES OF THE FULL BOARD MEETING  
THURSDAY JULY 18, 2013 – 5:30 P.M.

The monthly meeting of the Board of the Non-Flood Protection Asset Management Authority of the Orleans Levee District was held on Thursday July 18, 2013 at 5:30 P.M., in the Lake Vista Community Center, 2<sup>nd</sup> Floor, 6500 Spanish Fort Blvd., New Orleans, Louisiana after due legal notice of the meeting was sent to each Board member, the news media, and a copy of the call was posted.

Chairman Lupo called the meeting to order at 5:36 p.m. and led in the Pledge of Allegiance. The roll was called which constituted a quorum.

**PRESENT:**

Chairman Robert Lupo  
Secretary Greg Ernst  
Commissioner Romona Baudy  
Commissioner Carlton Dufrechou  
Commissioner John Trask  
Commissioner Pearl Cantrelle  
Commissioner William Hoffman  
Commissioner Wilma Heaton  
Commissioner Michael Stack  
Commissioner Stanley Brien  
Commissioner Darrel Saizan  
Commissioner Patrick DeRouen

**ABSENT:**

Vice Chairman Joe Hassinger  
Commissioner Nyka Scott

**STAFF:**

Louis Capo - Executive Director  
Sharon Martiny - Non-Flood  
Vincent Caire – Non-Flood  
Dawn Wagener – Non-Flood  
Fred Pruitt – Airport Director  
Chuck Dixon – Marina Director

**ALSO PRESENT:**

Al Pappalardo - Real Estate Consultant  
Gerard Metzger - Legal Counsel  
Alton Davis – Richard C. Lambert Consulting  
Wesley Mills – Design Engineering  
Walter Baudier – Design Engineering  
John Holtgreve – Design Engineering  
Steve Nelson – Stuart Consulting  
Chris Fenner – Stuart Consulting  
Tim Avegno – Eagan Insurance  
Jay Proskovec – PCCP Constructors  
John Koneck – PCCP Constructors  
Anthony Bertucci – PCCP Constructors  
Tin Gaines – URS  
Beau Baudier – DEI  
John Lopez – Lake Pontchartrain Basin Foundation  
Ray Landeche – Lakeshore Subdivision

**ADOPT AGENDA**

Commissioner Ernst offered a motion to adopt the Agenda, seconded by Commissioner Hoffman and unanimously adopted.

## **APPROVE MINUTES**

Commissioner Ernst offered a motion to approve the minutes of the May 6, 2012 Board Meeting, seconded by Commissioner Hoffman and abstained by Commissioner Heaton.

The minutes of the May 22, 2013 Special Board meeting and the June 13, 2013 regular Board meetings will be approved at the August 15, 2013 Full Board meeting.

## **OPENING COMMENTS**

Due to the extended Agenda, there were no opening comments by Chairman Lupo.

## **REPORT BY EXECUTIVE DIRECTOR**

Mr. Capo reported that Rotolo Consultants started with the new grass cutting contract. The Airport airfield was cut first on the infield due to safety reasons. The Rotolo operations staff will prepare a schedule for the remaining properties and grass at Lake Vista Community Center will be cut in the morning.

Mr. Capo informed the Board that there would be several initial meetings with Rotolo so any questions or concerns of either party can be addressed. The Airport and Marinas have visual confirmation that grass is cut according to the schedule and the maintenance person will verify the remaining properties are cut according to the schedule provided.

Mr. Capo noted that rain and the five week gap between grass cutting contracts prevented the grass from being cut. The cutting cycle is every three weeks. The contractor has 14 days to complete the cycle once it is started. Chairman Stack advised that the new specs were written to state if the contractor does not complete the cycle within a certain time the contractor does not get paid. Chairman Lupo stated that the each Board member should understand the specs completely.

## **PRESENTATION**

Mr. Capo advised that John Koneck from PCCP Constructors will discuss a request regarding USACE work on the Orleans and London Avenue Canals and a request by the contractors to use additional green space.

Jay Proskovec, PCCP Constructors, Public Affairs Manager, informed that this project is expected to be complete in 44 months. The present structures withstood four named events and are well maintained, but are approaching the designated life span. The present pumps will be fully operational until the new structures are complete. Upon completion of the new pumps the old structures will be decommissioned.

The structure at Orleans Canal will have a brick finish and a simulated copper roof designed to reflect other pump stations in the area. Height was kept low, although one pump station needed an overhead crane which required a height of 45 feet. The primary access from Orleans Canal is Lakeshore Drive during normal maintenance of the station and there is a protected access on the opposite side of the levee. The footprint for the permanent station is behind the bridge on Lakeshore Drive basically even to the levee.

Mr. John Koneck, PCCP Constructors, advised the Board that the primary access for the Orleans pump is off Lakeshore Drive which is closed off in the case of an event and the secondary access point is on top of the levee. The top of the levee is reserved for passenger or truck vehicles, not 18-wheelers.

Commissioner Trask noted that there will not be much 18-wheeler traffic after the station is built other than for refueling or major re-servicing. Commissioner Stack advised that neither Lakeshore Drive or Canal Blvd. are truck routes. This Authority has ownership and maintenance of Lakeshore Drive, which is not a truck route. The Corps will be required to discuss the issue with this Authority. The 18-wheeler traffic will tear up Lakeshore Drive. Mr. Koneck advised that traffic control plans are currently being reviewed by the Corps who has accepted this as a haul route. Chairman Lupo questioned how the Authority would be compensated for the condition of Lakeshore

Drive after the project. Mr. Knoeck informed that it was not his position to make decisions on compensation, but the trucks will not exceed the legal load limit. There will be pre-construction assessments of the structures and infrastructure performed prior to any work.

Chairman Lupo informed that the Orleans Levee District through Southeast Louisiana Flood Protection Authority – East and Coastal Restoration gave permission for the project to be built on the footprint. To date, nobody has contacted this Authority to request permission to use any proposed construction sites. Mr. Koneck advised that the Corps is handling the right of way procurements. PCCP is not involved in any interaction between the Corps and other agencies. The Corps gave PCCP a contract containing the RFP to use as the temporary and permanent right of ways. Commissioner Ernst noted that in April of 2011 the Corps requested to use space on the Lake side. There was no request of any lay down space.

Mr. Proskovec advised that major construction would begin in November of 2013 with expected completion in 2017. Site clearing and access road construction is currently underway on Robert E. Lee and Marconi. The test pile program will begin soon followed by completion of Geo Tech's Full Exploration Program on July 23<sup>rd</sup>. On July 29<sup>th</sup> the field office site mobilization will begin. Pre-construction surveys on all neighborhoods (video and sound and vibration tests) are being performed and vibration and sound monitors will be on site during pile driving to monitor activity. Piles will be driven from 7:00 a.m. to 5:00 p.m. during the week. Saturday work will occur only as a result of weather delays that would impact the project. We are getting information out to as many people as possible via social media such as Twitter and Facebook. There will be a public forum for citizens to voice concerns and view the project and there is a construction hotline along with door-to-door canvassing. Various hotline numbers will be given in the event of a construction impact and questions should be answered within 24 hours. There will be daily Facebook updates on any ongoing construction activity and press releases to notify of road closures.

Lakeshore Drive will be closed to move a barge back across Lakeshore Drive. DEI has inspected the crane loads for several weeks. PCCP does have a permit and the agreement for the operation has been executed. PCCP was also provided a permit from Mr. Capo's office and the permit has been executed.

PCCP is proposing Robert E. Lee Blvd. as a major haul route. There are no other haul routes to get into some of the areas. Haul routes were submitted to the Corps. The Corps may still be in the process of getting approval from various City organizations. PCCP has been informed of all guidelines for road control and environmental clean-up. There are stringent controls. Commissioner Stack noted that there are no stringent controls because loads would be hauled on a no truck route which is a violation of the law.

PCCP's roll in this project is a joint venture and general contractor. It is not known how the Corps obtained grounds and rights of way for PCCP to use. PCCP was given the RFP which became the contract. The Corps has not yet accepted the proposal. PCCP is suggesting the Corps get approval for rights of way from the neighborhoods or entities stating that PCCP is allowed use of certain streets.

Chairman Lupo noted that in 2011 the Corps advised that questions would be addressed in the contract. The contractor would then sign off and indicate what roads would be used and ensure those roads would be taken care of and a compensation would be provided. The Authority is now being told by the contractor that those issues are not addressed in the contract as the Corps is handling those issues. Mr. Proskovec advised if PCCP damaged the roads, PCCP is obligated to repair the roads outside of normal wear and tear which is the reason for the base line surveys of the roads. PCCP is performing all pre-construction surveys. There are impact requirements in which the contractor cannot exceed so much seismic velocity and PCCP would be conscious of that. It is not known if PCCP has Corps immunity or not.

Commissioner Trask advised of certified mailings informing of home video inspections to identify pre-existing damage. Mr. Metzger stated that PCCP did not have Corps immunity for this type of tort damage. After the Orleans, 17<sup>th</sup> Street and London Avenue Canals were built there was litigation and there is no Corps immunity. Commissioner Stack noted that neither the Corps nor this Authority had immunity. Mr. Metzger advised that the Authority had no immunity, but the District will be operating through SLFPA-E for the contractor and should be in the position of owner.

Commissioner Heaton advised that this presentation was given to SLFPA-E earlier and requested a copy of the proposal to provide a written report as to what SLFPA-E's position is. Mr. Proskovec advised that SLFPA-E was more concerned with the armoring procedures and did not have any reaction to this project, but SLFPA-E may have been more briefed than this Authority.

Commissioner Ernst noted when the Board gave approval two years ago it was subject to an indemnification of this Authority. The Authority would be indemnified for any claims that would be brought arising out of the construction projects.

Mr. Proskovec advised that PCCP is requesting a proposed easement for other construction areas and possible parking. The original easement was closer to the Mardi Gras Fountain. After previous discussions a tree survey was performed and PCCP is pulling back the easement to the parking stops. PCCP is requesting an easement to use the area for temporary construction, to lay down and parking and construction of the pump station. TCS4 is PCCP's contract for a temporary construction area. TCS3 deals more with tree surveys and is not used for much due to the drip lines on trees. The PCCP maintenance and shop area would be located in TCS Orleans 1 in the PCCP contract. The lay down area at Robert E. Lee and Marconi is a shop and maintenance area and there is no intention to haul material down Marconi. PCCP is not currently renting any warehouses. If warehouses are rented PCCP will either pay rent or discuss possible betterments.

It is not known if all equipment currently at the temporary stations will be removed from all of the canals. The Corps has not made the decision on what decommission entails. PCCP's contract is to design and build the pump stations. The temporary stations will be fully operational until the new stations are operational. The temporary stations will be decommissioned, but the scope and time frame is unknown as it is not part of PCCP's contract.

Mr. Metzger requested a copy of the contract between PCCP and SLFPA-E to see the indemnity provisions in the contract. Mr. Proskovec advised this would be the decision of PCCP's legal department. Chairman Lupo noted a disconnect between PCCP and the governmental authority where the Corps is concerned. Mr. Proskovec stated that November of 2014 is when major construction activity would begin. The crane was used for two test pile programs at the 17<sup>th</sup> Street Canal. Once those are driven the programs will be moved to the Orleans and London Avenue sites.

The 45-foot elevation is definite because the RFP stated the structure must include an overhead crane to adhere to requirements addressing how the pump is to be removed for servicing, maintenance or overhaul. Commissioner DeRouen noted that the Lupo Building is approximately 45 feet high so that height will be on Lakeshore Drive at the 17<sup>th</sup> Street and London Avenue Canals.

Mr. Proskovec stated if hazardous materials are encountered during excavation or construction, PCCP will cease operations. An assessment will be made and the material will be transferred to the hazardous material waste site. Samples are being taken and if anything suspicious is found PCCP will be notified. An astute environmental management team is in place regarding these issues.

Commissioner Heaton noted that the Corps advised staging and traffic flow were going to be presented and incorporated into the contract. I am uncomfortable that PCCP does not know what was represented. This Authority was assured years ago that no contract

would be let and all issues important to the community would be addressed and there would be dialogue regarding how this project would affect this community. Mr. Proskovec advised that PCCP has the general plans in the proposal, but not the detail specific plans the Board is requesting.

Staging of concrete trucks has not been addressed as PCCP is currently in the design phase of the project. Cement plant sites will be addressed if they are feasible. Chairman Lupo noted that a large cement pour would require trucks travel on Lakeshore Drive which would affect traffic when other projects are underway. Mr. Proskovec advised that tandem and dump trucks would be used for hauling cement. Barging materials to and from 17<sup>th</sup> Street will be used, but there are issues with the bridges over Orleans and London Avenues. The intention is to barge piling and remove dredging from 17<sup>th</sup> Street by barge. Other materials such as large pump equipment may be barged, but that is limited to 17<sup>th</sup> Street since there is no bridge preventing materials from being barged into the pump station. It is not feasible for that amount of concrete to be pumped from a barge on the Lake.

Parking will be staged at Orleans Avenue across Lakeshore Drive for project personnel. The University of New Orleans may allow some use of the parking lot adjacent to the structure for the London Avenue station. The parking lot north of the pump station by 17<sup>th</sup> Street will be used for employee parking. In the case of a pending storm only central personnel would be on site. Any impact to the community will be kept to a minimum.

It is unknown who will keep the area clean, if there is a funding source for mitigation in the event Lakeshore Drive is destroyed or what PCCP's funding source is for making road repairs, but PCCP is obligated to repair any damages to the road due to overweight vehicles. An average data traffic count of Lakeshore Drive could be performed and an estimate made of how much road life would be reduced during length of the project. That issue could be addressed with the Corps. Commissioner Ernst noted the data count would be based on cars, but there will be countless heavy trucks on Lakeshore Drive daily which is a different comparison. Commissioner Stack advised that the Corps position has been as long as the Corps are legal they are not responsible to repair damages to the state highway system or local streets. There is no funding source to identify that.

Commissioner Stack advised that the Corps has several issues with the plans that have to be worked out. Mr. Proskovec advised that PCCP was not privy to certain depths of negotiations between the Corps and other agencies as PCCP's proposal was developed. From a construction standpoint, PCCP's team is about reducing the amount of impact on the public and getting the structures built quickly as that is a vital key in protecting the City. During weekly design project meetings with the Corps issues such as damage assessment surveys are discussed and PCCP is well aware of the issues at hand. Chairman Lupo noted that the websites and twitter accounts are run by the Corps' liaison for PCCP. PCCP does not see any complaints as they go through the Corps liaison.

Mr. Proskovec advised that there are items such as the depth of the contract and proposal that PCCP cannot answer. Any questions should be put in writing and will be addressed by the Corps. PCCP is requesting a temporary easement off Lakeshore Drive for construction of that canal's pump station. The area is low and very wet. The area could be left in a condition where it would drain better and the space would be more useable.

Commissioner Hoffman advised that the request should be put in writing which would be presented to the full Board and the Recreation/Subdivision Committee who will make a recommendation to the full Board. The Board is not in a position to immediately take action.

Mr. Proskovec stated that part of the Orleans Canal construction would be on the protected side of the Canal. The levee is going to be on the west line. The levee is

going to be realigned and a general site plan can be prepared showing what the proposed construction will look like from a civil standpoint.

Chairman Lupo noted for the record that this Authority is not trying to delay this project. It is important that this Board satisfy its obligation and get the questions answered to ensure that the community benefits aesthetically and financially as a result of this project.

### **COMMITTEE REPORTS**

**Airport Committee** – Commissioner Heaton advised of two issues. Telephone calls were received from the community and elected officials stating that the Lakefront Terminal is being referred to as the Shushan Terminal. Senator Morrell requested an opportunity to discuss the issue. Commissioner Saizan advised that this would be included on the August Airport Committee Agenda. Lakefront Airport Terminal was the original name for the terminal, but the Airport was called Shushan Airport.

**Marina Committee** – Commissioner Brien advised there were no items for the Marina Committee

**Commercial Real Estate Committee** – Commissioner Trask advised that no Commercial Real Estate items needed discussion

**Recreation/Subdivision Committee** – Mr. Capo advised that Recreation/Subdivision Committee items would be covered under New Business.

**Legal Committee** –Cancelled.

**Finance Committee** – Commissioner Hoffman noted the Authority will end with a positive balance. Most items discussed will be covered under New Business.

### **NEW BUSINESS**

#### **Motion 01-071813 – Authorize improvements on the New Basin Canal Lighthouse**

Mr. Capo advised that the approval is conditioned upon the Lake Pontchartrain Basin Foundation securing all necessary permits from the City of New Orleans and proof of the contractors liability and Workman's Comp insurance.

John Lopez, Lake Pontchartrain Basin Foundation, advised that the Lighthouse will open to the public in April. All the plaza and fountain work is complete. The primary contract is completed and there are additional contracts for work in the original plans for the Lighthouse. Presently there is hazardous broken concrete at the Lighthouse sight. One contract is to repair the Lakefront Lawn. There is funding for this project and the scope is to grade the cement, put reinforcement material where sod will be laid to minimize damage to the lawn in the event of a storm. There will be an ADA compliant walkway wrapping around the perimeter of the bulkhead along with educational signage. The Lighthouse flag will also be repaired. The fence on the far left presently contains barbed wire. The new fence will have aluminum etching that looks like iron and electronic monitoring will be added for security purposes and to keep the public from wandering on the site. The fence will wrap around the seawall and extend to the New Basin Canal and the walkway will wrap around the perimeter of the Lakefront Lawn. There is currently temporary signage on Lakeshore Drive and permanent sign is anticipated in several months. The next project anticipated within the next year is to rebuild the dock which is currently functional but unsafe due to issues with bad lumber.

The Lighthouse is presently open three days per week. Grayline bus line is adding the Lighthouse on their tour schedule which will require the Lighthouse to open six days per week. When staff is not on site everything is locked, there is security and security cameras.

Commissioner Hassinger, at the July Recreation/Subdivision Committee meeting offered a motion to approve the improvements for the Lighthouse, seconded by Commissioner Ernst and unanimously adopted to wit:

MOTION: 01-071813  
RESOLUTION: 01-0781813  
BY: COMMISSIONER HASSINGER  
SECONDED BY: COMMISSIONER HOFFMAN

July 18, 2012

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

**WHEREAS**, certain property referred to as the “New Basin Canal Lighthouse” situated in the City of New Orleans located on the north end of the New Basin Canal is one of the non-flood protection assets of the Orleans Levee District managed and controlled by the Management Authority, having been formally relinquished to the Orleans Levee District by the United States Coast Guard as set forth in a letter to the Management Authority dated December 15, 2012;

**WHEREAS**, the Management Authority leased to the Lake Pontchartrain Basin Foundation (“LPBF”) the New Basin Canal Lighthouse property (the “Lighthouse”) for the construction and operation of a lighthouse museum and education center under the terms and conditions set forth in said lease;

**WHEREAS**, the LPBF constructed the Lighthouse Museum and Education Center which is now opened to the public;

**WHEREAS**, the LPBF desires to make additional improvements to the Lighthouse consisting of construction of a fence, lawn improvements and installation of a sign all of which are described on attached Exhibit A (the “improvements”); **WHEREAS**, Article 9 of the lease provides that no additions or alterations whatsoever to the premises may be made without the prior written consent of the lessor, which consent shall not be unreasonably withheld;

**WHEREAS**, the Commercial Real Estate Committee of the Management Authority considered the improvements that the LPBF desires to make and unanimously voted to recommend approval of the improvements to the Management Authority;

**WHEREAS**, the Management Authority after considering the proposed improvements resolved that it is in the best interest of the Orleans Levee District to approve said improvements, conditioned upon the LPBF securing all necessary permits from the City of New Orleans for the work and having its contractor provide proof of liability and workmen’s compensation insurance and have the Management Authority and Orleans Levee District named as additional insured on the liability insurance policy.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority approves the improvements requested to be made by the Lake Pontchartrain basin foundation conditioned upon the Lake Pontchartrain Basin Foundation securing all necessary permits from the City of New Orleans for the work and having its contractor provide proof of liability and workmen’s compensation insurance with the Management Authority and Orleans Levee District named as additional insureds on the liability insurance policy.

**BE IT FURTHER RESOLVED**, that the Authority Chairman or Executive Director be and is hereby authorized to sign any and all documents necessary to carry out the foregoing.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, HEATON, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT

RESOLUTION ADOPTED: YES

**Motion No. 02-071813 – Approve transfer of Orleans Marina Boathouse N-11**

This motion will transfer the Boathouse N-11 lease by Frank Royere to Gerald and Todd Clower conditioned upon payment to the Orleans Levee District of a transfer fee of 8% of the total consideration received provided under Article VII of the lease.

Mr. Metzger advised this is a standard Boathouse transfer. The sales price is \$80,000 with the Management Authority receiving \$6,400 from the 8% transfer fee. Affidavits were obtained from both parties attesting the total amount of consideration paid. Mr. Pappalardo inspected the Boathouse along with the boathouse next on the Agenda. This Boathouse was in very good condition. The lessor, Frank Royere, was one of the original tenants in the Marina dating to the 1971-1972 renovation and approval of this lease assignment is highly recommend by the Commercial Real Estate Committee, staff

and Legal Counsel. The Clowers are asking only for the transfer of the lease. There will be no amendments to the lease.

Commissioner Trask offered a motion to transfer the boathouse, seconded by Commissioner Ernst and unanimously adopted to wit:

MOTION: 02-071813  
RESOLUTION: 02-071813  
BY: COMMISSIONER TRASK  
SECONDED: COMMISSIONER ERNST

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the Orleans Marina located at West End in the City of New Orleans is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

**WHEREAS**, as owner of the Orleans Marina, the Orleans Levee District is authorized to lease its water bottoms and land as moorings for boats and construction of boathouses for fair and equitable rental rates, as provided under La.Rev.Stat. 38:336(A) and (B)(4);

**WHEREAS**, South Roadway Boathouse No. N-11 is currently leased to Frank P. Royere pursuant to the terms of a written lease signed on January 27, 1972, and amended thereafter on March 21, 1974, June 20, 1974, June 20, 1979, January 15, 2002 and January 25, 2008, which amendments, in part, granted the lessee options to extend the term of the lease to the year 2022 with three (3) additional five year lease extensions options (the "Lease");

**WHEREAS**, Frank P. Royere has requested approval to assign his interest in the Lease to Gerald Clower and Todd Clower;

**WHEREAS**, under the terms of the proposed Assignment of the Lease, Gerald Clower and Todd Clower will assume all obligations of the lessee under the Lease;

**WHEREAS**, under Article VII of the Lease the Lessor's consent is required for an assignment of the Lease and this Article also provides for payment to the Lessor of an Eight (8%) Percent transfer fee of the total amount of any consideration received by the Lessee;

**WHEREAS**, the District's staff, real estate consultant and legal counsel reviewed this request and recommended to the Commercial Real Estate Committee at its meeting held on July 11, 2013 approval of the assignment of the Lease, conditioned upon payment of the transfer fee of Eight (8%) Percent of the total amount of any consideration received by the Lessee, and assumption of all obligations under the Lease by Gerald Clower and Todd Clower;

**WHEREAS**, the Commercial Real Estate Committee of the Management Authority after considering this request at its meeting held on July 11, 2013 recommended approval of the assignment of the Lease under the terms set forth above; and,

**WHEREAS**, the Management Authority after considering this matter resolved that it would be in the best interest of the Orleans Levee District to approve the assignment of the Lease under the terms set forth above.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority approves the assignment and transfer of the Lease of South Roadway Boathouse No. N-11 by Frank P. Royere to Gerald Clower and Todd Clower, conditioned upon payment to the Orleans Levee District of the transfer fee of Eight (8%) Percent of the total amount of the consideration received by the Lessee for the assignment of the Lease, as provided under Article VII of the Lease, and assumption of all obligations under the Lease by Gerald Clower and Todd Clower.

**BE IT FURTHER RESOLVED**, that the Authority Chairman or Executive Director of the Management Authority be and is hereby authorized to sign any and all documents necessary to carry out the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, HEATON, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT

RESOLUTION ADOPTED: YES

**Motion No. 03-071813 –Transfer of Boathouse N-33 and new leases for N-33 and N-34**

This motion is for approval to transfer Boathouse lease N-33 by Marion Vandenberg Schriener to Mark Marzoni conditioned upon payment of the 8% transfer fee upon assignment of the lease and a new lease for N-33 and N-34 with Mr. Marzoni. The primary lease term is eight years and eleven months beginning on August 1, 2013. On June 30, 2022 there is a right of three 5-year option renewals with rent on the additional term of the lease (\$16,860), CPI increases and other standard conditions contained in the Orleans Marina Boathouse leases.

Mr. Metzger advised that this boathouse was not in good condition, which can be seen from the pictures included in the record. There will be an \$8,000 fee for the extension of the lease. The Authority will pick up 8% (\$3,764) on the sale price of \$47,000 and will receive an \$8,000 fee for the 15 year extension under the new lease. Affidavits were provided by each party confirming the amount of money being received.

Commissioner Trask offered a motion to approve the transfer of Boathouses N-33 and N-44, seconded by Commissioner Ernst and unanimously adopted to wit:

MOTION: 03-071813  
RESOLUTION: 03-071813  
BY: COMMISSIONER TRASK  
SECONDED: COMMISSIONER ERNST

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

**WHEREAS**, the Orleans Marina located at West End in the City of New Orleans is one of the non-flood protection assets of the Orleans Levee District under the management and control of the Management Authority;

**WHEREAS**, as owner of the Orleans Marina, the Orleans Levee District is authorized to lease its water bottoms and land as moorings for boats and construction of boathouses for fair and equitable rental rates, as provided under La.Rev.Stat. 38:336(A) and (B)(4);

**WHEREAS**, South Roadway Boathouse No. N-33 is currently leased to Marion Vandenburg Schreiner (formerly Marion Vandenburg Pritchard) pursuant to the terms of a written lease signed on July 1, 1972, and amended thereafter on March 21, 1974, November 4, 1988, December 20, 1991 and January, 2007, which amendments, in part, granted the lessee options to extend the term of the lease to the year 2007 with three (3) additional five year lease extension options (the “Lease”);

**WHEREAS**, Marion Vandenburg Schreiner has requested approval to assign and transfer the Lease of Boathouse N-33 to Mark Marzoni;

**WHEREAS**, under the terms of the proposed Assignment of the Lease, Mark Marzoni will assume all obligations of the lessee under the Lease;

**WHEREAS**, under Article VII of the Lease the Lessor’s consent is required for an assignment of the Lease and this Article also provides for payment to the Lessor of an Eight (8%) Percent transfer fee of the total amount of any consideration received by the Lessee;

**WHEREAS**, the District’s staff, real estate consultant and legal counsel reviewed this request and recommended to the Commercial Real Estate Committee at its meeting held on July 11, 2013 approval of the assignment of the Lease, conditioned upon payment of the transfer fee of Eight (8%) Percent of the total amount of the consideration received by the Lessee and assumption of all obligations under the Lease by Mark Marzoni;

**WHEREAS**, after considering this request, the Commercial Real Estate Committee of the Management Authority at its meeting held on July 11, 2013 recommended approval of the assignment of the Lease under the terms set forth above;

**WHEREAS**, the Management Authority after considering this matter resolved that it would be in the best interest of the Orleans Levee District to approve the assignment of the Lease under the terms set forth above;

**WHEREAS**, Mark Marzoni, who is the lessee of Boathouse Site N-34, has requested approval to enter into one lease agreement for Boathouses N-33 and N-34 for a primary term of eight (8) years eleven (11) months, beginning on the 1<sup>st</sup> day of August, 2013 and ending on the 30<sup>th</sup> of June, 2022, with the right of three (3) five-year option extensions, with rent for the initial term of the lease of \$16,860.64, per annum, and with CPI increases and

other standard conditions in Orleans Marina boathouse leases, in consideration of a payment in the amount of \$8,000.00 to the Orleans Levee District; and,

**WHEREAS**, after considering this request, the Commercial Real Estate Committee of the Management Authority at its meeting held on July 11, 2013 recommended approval of a lease agreement for Boathouses N-33 and N-34 under the terms set forth above.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority approves the assignment and transfer of the Lease of South Roadway Boathouse No. N-33 by Marion Vandenburg Schreiner (formerly Marion Vandenburg Pritchard) to Mark Marzoni, conditioned upon payment to the Orleans Levee District of the transfer fee of Eight (8%) Percent of the total amount of the consideration received by the Lessee for the assignment of the Lease, as provided under Article VII of the Lease, and

**BE IT FURTHER RESOLVED**, that the Management Authority approves a new lease agreement with Mark Marzoni for Boathouses N-33 and N-34 for a primary term of eight (8) years eleven (11) months, beginning on the 1<sup>st</sup> day of August, 2013 and ending on the 30<sup>th</sup> of June, 2022, with the right of three (3) five-year option extensions, with rent for the initial term of the lease of \$16,860.64, per annum, with CPI increases and other standard conditions in Orleans Marina boathouse leases, in consideration of a payment in the amount of \$8,000.00 to the Orleans Levee District.

**BE IT FURTHER RESOLVED**, that the Authority Chairman or Executive Director of the Management Authority be and is hereby authorized to sign any and all documents necessary to carry out the above.

**AYES:** LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

**NAYS:**

**ABSTAIN:**

**ABSENT:** HASSINGER, SCOTT, HEATON

**RESOLUTION ADOPTED:** YES

**Motion No. 04-071813 - Approve contract with H3 Electric in the amount of \$25,365.00 for removal and installation of electrical service to the New Basin Canal slips**

The contract for H3 Electric in the amount of \$25,365 is for removal of the old electrical service and installation of new electrical service to the boat slips along the New Basin Canal and conditioned upon receipt of a Performance and Payment Bond and proof of liability and workers comp insurance from H3 Electric.

Chuck Dixon, Marina Director, informed that the electrical system currently runs through the condominiums. Legal counsel recommended the electricity be eliminated from the condominium's electrical system. Electricity will now come from the padmount. Approximately 15 feet of asphalt will be soft cut, new conduit will be dropped along with new meter pans. Commissioner Hoffman noted that the work was required to get the slips into commerce to generate rental income from those Marina tenants. The anticipated budget was originally \$25,000. This work was unforeseen as it was unknown where the electrical was routed.

Commissioner Brien offered a motion to approve the contract for H3 Electric, seconded by Commissioner Trask and unanimously adopted to wit:

**MOTION:** 04-071813  
**RESOLUTION:** 04-071813  
**BY:** COMMISSIONER BRIEN  
**SECONDED:** COMMISSIONER TRASK

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the non-flood protection assets managed and controlled by the Management Authority include the Orleans Marina ("Marina");

**WHEREAS**, the electrical service to the boat slips along the New Basin Canal in the Marina are in need of removal and replacement;

**WHEREAS**, bids for the removal and replacement of the electrical service to the boat slips along the New Basin Canal were solicited by the District;

**WHEREAS**, H3 Electric, L.L.C. submitted a bid, totaling \$25,365.00, for the removal of the old electrical service and installation of new electrical service to the boat slips along the New Basin Canal;

**WHEREAS**, the bid submitted by H3 Electric, L.L.C. was the lowest responsible bid for this work;

**WHEREAS**, this matter was addressed at the July 11, 2013 meeting of the Marina Committee of the Management Authority and the Committee recommended acceptance of the bid by H3 Electric, L.L.C. for this work at the price set forth above; and,

**WHEREAS**, the Management Authority resolved that it is in the best interest of the Orleans Levee District and Orleans Marina to accept the bid and authorize a contract with H3 Electric, L.L.C. for the work and at the price set forth above, conditioned upon receipt of a payment and performance bond and proof of liability and workmen's compensation insurance from H3 Electric, L.L.C.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority accepts the bid and authorizes a contract with H3 Electric, L.L.C. for the removal of the old electrical service and installation of new electrical service to the boat slips along the New Basin Canal for the total price of \$25,365.00, conditioned upon receipt of a performance and payment bond and proof of liability and workmen's compensation insurance from H3 Electric, L.L.C.

**BE IT HEREBY FURTHER RESOLVED**, that the Authority Chairman or Executive Director be and is hereby authorized to sign any and all documents necessary to carry out the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN,  
CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

**Motion No. 05-071813 - Approve Supplemental Agreement with DEI for additional Resident Inspection Services and Construction Administrative Services for Lakeshore Drive Utility Completion Project**

This Supplemental Agreement will increase the DEI contract by \$133,688.54 for a not to exceed amount of \$257,732.89.

John Holtgreve, DEI, advised that the utility project has extended beyond the original time frame of 150 days due to issues with Entergy. The requested amount will bring the project through conclusion at the end of July, 2013. Funding for this project was provided by the Corps. The requested amount is within the budget established by the Corps. There should be no additional expense to the Authority.

Commissioner Hoffman offered a motion to approve the supplemental agreement for DEI for additional Resident Inspection Services and construction Administrative Services in the July Recreation/Subdivision Committee meeting, seconded by Commissioner DeRouen and unanimously adopted to wit:

MOTION: 05-071813  
RESOLUTION: 05-071813  
BY: COMMISSIONER HOFFMAN  
SECONDED BY: COMMISSIONER DeROUEN

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the Management Authority is the successor of the former Board of Commissioners of the Orleans Levee District and Division of Administration of the State of Louisiana which formerly managed the non-flood protection assets of the District;

**WHEREAS**, the Management Authority has the management and control of 5.2 miles of Lakeshore Drive;

**WHEREAS**, the Orleans Levee District sustained catastrophic damage to the majority of its facilities as a result of Hurricane Katrina, including facilities located on Lakeshore Drive;

**WHEREAS**, in order to move forward with repairs, the District required the services of architects, civil engineers and an electrical engineer to prepare plans and specifications for public bid;

**WHEREAS**, by written agreement dated on the 6<sup>th</sup> day of September, 2006, the former Board of Commissioners of the Orleans Levee District entered into an agreement with Design Engineering, Inc. ("DEI") to perform necessary professional services in connection with the Hurricane Katrina Lakeshore Drive Damage Repairs;

**WHEREAS**, additional construction phase services for the Lakeshore Drive Utility Completion Project are needed since the project completion date has exceeded the original construction completion date of April 7, 2013;

**WHEREAS**, this project was delayed by changes required to the scope of work and from changes in the power being supplied by Entergy which differed from that agreed to during the design of the project;

**WHEREAS**, the estimated fee for additional Resident Project Representative Services ("RPR Services") for this project is \$100,570.50, and for construction administrative services is \$33,118.04, which would increase the cost for the construction phase services for the project to \$257,732.89;

**WHEREAS**, the fee for the construction phase services is reimbursable by the US Army Corps of Engineers and the total fees for these services, including the requested increase of \$133,688.54, is less than the budgeted amount approved by the US Army Corps of Engineers for said services;

**WHEREAS**, the issue of additional funding for the construction phase services for this project was addressed at the July, 2013 meeting of the Recreational Subdivision Obligation Committee, and the Committee recommended approval of an increase of funding for the professional services contract with DEI in the amount of \$133,688.54, for a not to exceed amount of \$257,732.89, for the construction phase services for the Lakeshore Drive Utility Completion Project; and,

**WHEREAS**, the Management Authority resolved that it is in the best interest of the Management Authority and Orleans Levee District to approve an increase in the contract sum of the DEI professional services contract, in the amount of \$133,688.54, for a not to exceed amount of \$257,732.89.

**THEREFORE BE IT HEREBY RESOLVED**, that the Management Authority authorizes an increase in the contract sum of the DEI professional services contract, in the amount of \$133,688.54, for a not to exceed amount of \$257,732.89;

**BE IT FURTHER HEREBY RESOLVED**, that the Management Authority authorizes the Chairman or Executive Director to sign any and all documents necessary to carry out the above.

**AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN**

**NAYS:**

**ABSTAIN:**

**ABSENT: HASSINGER, SCOTT, HEATON**

**RESOLUTION ADOPTED: YES**

**Motion No. 06-071813 - Approve Project Management and Direct Administration contract with Stuart Consulting Group for FEMA Projects**

Mr. Capo advised that Stuart's supplemental agreement is under the same terms and conditions as the original agreement with the effective date of July 1, 2013 and a contract completion date of June 30, 2014. The contract for FEMA projects has expired and the Authority has ongoing projects that Stuart Consulting is overseeing. Mr. Metzger advised that a new contract was prepared because amendments have to be recorded when there is an increase of the contract amount of 20%. The Professional Service contract must be recorded under a 2011 amendment to the law. To avoid the recordation fee, a new contract was recommended.

Steve Nelson, Stuart Consulting, added that Stuart Consulting has been performing these services since 2010. Stuart is in the process of closing out a number of projects. Stuart is in the process of figuring out where the insurance came from on the remote fuel site. This is a long drawn-out process that should result in six figures worth of funding for the Authority. There is no dollar increase because it is reimbursable by FEMA. Mr. Metzger explained that a new professional services contract does not have to go out to public bid. Commissioner Hoffman noted for the record that the Finance Committee gets quarterly reports for all projects Stuart works on along with the amount that is spent to clarify how the money is spent. It is in the public record.

Commissioner Hoffman offered a motion to approve the Supplemental Agreement for DEI, seconded by Commissioner DeRouen and unanimously adopted to wit:

**MOTION: 06-071813**

**RESOLUTION: 06-071813**

**BY: COMMISSIONER HOFFMAN**

**SECONDED BY: COMMISSIONER DeROUEN**

**RESOLUTION**

July 18, 2013

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the Orleans Levee District Non-Flood Asset Division and Stuart Consulting Group, Inc. ("Consultant") entered into an Agreement on the 15<sup>th</sup> day of June, 2010 for Consultant to provide professional services for Hurricane Katrina Damage Repair Projects ("Agreement");

**WHEREAS**, under the terms of Supplemental Agreement Number 9, dated October 1, 2012, the completion date of the Agreement was extended to June 30, 2013;

**WHEREAS**, due to ongoing efforts to complete project management on various active construction projects and to close out the Management Authority's FEMA Public Assistance program for Hurricane Katrina damage, the Agreement requires an extension;

**WHEREAS**, the extension of the Agreement was considered by the Finance Committee at its meeting held on July 11, 2013, and the Committee recommended approval of the extension of the Agreement;

**WHEREAS**, the Management Authority resolved that it is in the best interest of the Management Authority and the Orleans Levee District to extend the Agreement with the Consultant.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority approves an agreement for professional engineering services with Stuart Consulting Group, Inc. under the same terms and conditions as the Agreement dated on June 15, 2010, with an effective date of July 1, 2013 and a contract completion date of June 30, 2014.

**BE IT FURTHER RESOLVED** that the Authority Chairman or Executive Director is authorized to sign any and all documents necessary to carry out the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

**Motion No. 07-071813 - Request funding from the Boating Infrastructure Grant Program (BIG) for expansion of transient boater facility**

Mr. Dixon informed that Boating Infrastructure Grant is for \$210,750 with a 75/25% split with the Authority responsible for funding \$70,250. This grant is for transient boats. Presently, South Shore Harbor has no laundry facility or office space and the restroom and shower facilities are in need of improvement. The proposal is to expand the current building in which the utilities are located. Stuart did preliminary design work for the expansion to submit with the application. If the Grant is awarded to the Authority it will pay for the expansion, but it will not pay for the front end. The expansion would help market South Shore Harbor. Commissioner Hoffman noted the Authority could decline the grant if the Authority does not have the money to fund its portion of the Grant.

Mr. Dixon clarified that the BIG I Grant is for lighting and installation of a rub rail near the Point Building and is funded by the federal government with decisions made by the Wildlife & Fishery Dept. This BIG II Grant is more money, but this Grant goes to the national level competing with national marinas. The Authority is not obligated for the initial drawings or to make the application, although approximately \$2,000 in IDIQ money was used for some drawings. There is no financial commitment unless the Authority is awarded the Grant.

Commissioner Cantrelle informed that this would bring more transient boaters to South Shore Harbor. Mr. Dixon advised there are presently 483 slips at South Shore Harbor with 100 of those slips being transient. This grant builds up the facility so more transient boaters are drawn.

Commissioner Brien offered a motion to approve the Supplemental Agreement for DEI, seconded by Commissioner DeRouen and unanimously adopted to wit:

MOTION: 07-071813  
RESOLUTION: 07-071813  
BY: COMMISSIONER BRIEN  
SECONDED BY: COMMISSIONER DeROUEN

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the OLD has owned and operated South Shore Harbor Marina (the "Marina") since 1987, and has continually attempted to enhance the operation of the Marina in terms of profitability, tenant amenities, environmental compliance, capital improvements and other enhancements;

**WHEREAS**, since February 8, 2011, the Marina staff has worked diligently with the Louisiana Department of Wildlife and Fisheries ("LDWF") towards building a fully functional marina for the use of transient boaters;

**WHEREAS**, the planned expanded transient boaters facility is to be located in South Shore Harbor Marina, and built and maintained to the strictest standards;

**WHEREAS**, the Counselors of Real Estate (CRE) strategic plan of action states that if South Shore Harbor Marina is to be a full service marina, the Marina must have accessible transient facilities;

**WHEREAS**, in a cooperative agreement effort with the LDWF, in accordance with the Boating Infrastructure Grant, LDWF will provide grant sponsor funding of \$210,750.00 toward the expansion of the transient boaters facility at South Shore Harbor Marina estimated to cost no more than \$281,000.00, of which LDWF will be responsible for \$210,750.00 and the Management Authority will be responsible for the balance of approximately \$70,250.00; and,

**WHEREAS**, LDWF has requested a resolution authorizing the Management Authority to apply for the grant.

**THEREFORE, BE IT NOW HEREBY RESOLVED** that the Management Authority approves and ratifies the application by the Management Authority for the Boating Infrastructure Grant for the expansion of the transient boaters facility at South Shore Harbor Marina.

**BE IT FURTHER RESOLVED** that the Management Authority hereby authorizes the Chairman and/or the Executive Director to sign any and all documents necessary to accomplish the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

**Motion No. 08-071813 - Approve selection of Environmental Consultant for compliance with the General Storm Water Discharge Permit and EPA issues**

This motion is for an agreement with Shaw Coastal, Inc. in the amount of \$24,721.70 for environmental services for Lakefront Airport. Mr. Pruitt advised that the Airport received a new General Storm Water Permit. This request is for help to interpret and implement the permit as there are more baseline requirements for all discharge points. This document is extremely large document and beyond my scope and capability to implement.

Commissioner Saizan offered a motion to approve the contract with Shaw Coastal, Inc. for environmental consultant services, seconded by Commissioner Ernst and unanimously adopted to wit:

MOTION: 08-071813  
RESOLUTION: 08-071813  
BY: COMMISSIONER SAIZAN  
SECONDED BY: COMMISSIONER ERNST

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority (the "Airport");

**WHEREAS**, the State of Louisiana, Department of Environmental Services and the New Orleans Sewerage and Water Board require that the Lakefront Airport file a SWPPP for the Airport, a SPCC Plan and compile stormwater inspection records (quarterly and annual - last 3 years); a list of tenants at the Lakefront Airport, copies of lease agreements with tenants at the Lakefront Airport and submit any renewal applications that may be required;

**WHEREAS**, the Airport solicited proposals to perform said services and the lowest responsible bidder was Shaw Coastal, Inc., a CB&I Company, with a bid amount of \$24,721.70; and,

**WHEREAS**, the Management Authority resolved that it is in the best interest of the Airport to approve a contract for said services with Shaw Coastal, Inc., a CB&I Company for the price of \$24,721.70.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority approves an agreement with Shaw Coastal, Inc., a CB&I Company, in the amount of \$24,721.70 for the environmental services set forth above for the New Orleans Lakefront Airport.

**BE IT FURTHER RESOLVED** that the Authority Chairman or Executive Director be and is hereby authorized to sign any and all documents necessary to carry out the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN,  
CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

**Motion No. 09-071813 - Approve loan agreement between the Management Authority and New Orleans Lakefront Airport in accordance with Federal Aviation Administration regulations and grant assurance agreements**

Mr. Capo advised this loan agreement is for non-airport revenue producing asset funds of the District that were loaned to the Airport in accordance with the U.S. Code, FAA regulations, FAA grant assurances and applicable statutes and regulations in the State of Louisiana.

Chairman Lupo advised that the FAA requires that an actual document be produced for the loan, not just bookkeeping. The loan document is being prepared between this Authority's regional FAA representative and the Authority's Legal Counsel to make sure that all language is correct so this Authority can recover dollars loaned to the Airport for operation and capital. Mr. Metzger advised that Mr. Velayos has reviewed and approved the resolution.

Commissioner Ernst clarified that the FAA requires this document, but this does not put the Airport on a path to start repaying the Authority for the monies loaned. Chairman Lupo informed that the loan would be paid if there is money available that the Authority and Airport decide to transfer. Commissioner Hoffman added that this issue has been discussed for several years. The FAA informed the Authority that in order to get money from an FAA facility, the loan must be documented in a loan agreement.

Commissioner Saizan offered a motion to approve a loan agreement between the Management Authority and New Orleans Lakefront Airport for monies loaned to the Airport, seconded by Commissioner Ernst and unanimously adopted to wit:

MOTION: 09-071813  
RESOLUTION: 09-071813  
BY: COMMISSIONER SAIZAN  
SECONDED: COMMISSIONER HOFFMAN

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority (the "Airport");

**WHEREAS**, the Management Authority and the District have been recognized as the joint public sponsors of the Airport by the United States Department of Transportation, Federal Aviation Administration (FAA);

**WHEREAS**, the buildings and other facilities at the Airport were severely damaged by Hurricane Katrina which struck southeastern Louisiana in August of 2005;

**WHEREAS**, the Management Authority with funds made available from revenue producing assets not related to the Airport loaned \$11,972,268.00 to rebuild facilities at the Airport, including restoring the Terminal Building at the Airport to its original Art Deco architecture;

**WHEREAS**, \$5,072,268.00 loaned to the Airport after Hurricane Katrina from non-airport revenue producing assets of the District were needed to cover shortfalls in revenue at the Airport and necessary to pay for operating expenditures at the Airport;

**WHEREAS**, \$6,900,000.00 loaned to the Airport after Hurricane Katrina were from funds made available by the Federal Emergency Management Agency for the reconstruction of the former Naval Reserve Facility, the ownership of which reverted to the District after the United States Department of Defense canceled the lease of the facility after Hurricane Katrina, that were transferred and used in the renovation of the Terminal Building at the Airport;

**WHEREAS**, Title 49 Section 47107 of the United States Code authorizes payment of loans by airports subject to the statutory requirements set forth in this section, including but not limited to the requirement that any payment schedule agreed upon must allow an airport to maintain a certain amount of reserves for contingencies, a six year statute of limitations on repayment of funds loaned to an airport, the requirement that interest may only accrue on funds loaned to an airport from the date of the execution of a loan agreement, and requirement that notification of the execution of the loan agreement be made to all airport sponsors, the State and the FAA; and,

**WHEREAS**, the Management Authority on behalf of the District desires to confect a loan agreement for the funds loaned to the Airport with the public sponsors of the Airport.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority approves the execution of a loan agreement for the funds from non-airport revenue producing assets of the District loaned to the Airport in accordance with the applicable provisions of the United States Code, FAA regulations, FAA Grant Assurance Agreements of the Airport and any applicable statutes and regulations of the State of Louisiana.

**BE IT FURTHER RESOLVED**, that the Authority Chairman or Executive Director be and is hereby authorized to execute any and all documents necessary to carry out the foregoing.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

**Motion No. 10-071813 - Select qualified company for Master Service Agreement at New Orleans Lakefront Airport**

Mr. Capo informed the Board this a special services contract with URS Corporation for the Master Airport Consulting Service Agreement. The Authority will proceed with fee negotiations for specific projects if federal funding becomes available.

Mr. Pruitt noted that an RFQ was issued and six responses were received with URS being the clear winner through a selection process in which State guidelines are followed. The State Form SF-330 was used during the entire process. The Master Services Agreement includes 13 listed projects and will be good for three years with two one year options. The Authority will invest the money in the proposal. If the Authority receives the grant the Authority will be reimbursed. This is done in three stages over three years. The contract has no dollar amount at this point. Any proposed projects will go before the Finance and Airport Committees prior to the project being approved and any money being spent.

Commissioner Saizan offered a motion to select a qualified company for Master Service Agreement at New Orleans Lakefront Airport, seconded by Commissioner Ernst and unanimously adopted to wit:

MOTION: 10-071813  
RESOLUTION: 10-071813  
BY: COMMISSIONER SAIZAN  
SECONDED: COMMISSIONER DeROUEN

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority (the "Airport");

**WHEREAS**, the Management Authority issued a Request for Qualifications for Master Airport Consultants Services for New Orleans Lakefront Airport for the following Lakefront Airport Development Projects:

- Survey length of Runway 18R/36L
- Perform Airport Drainage Inventory and Study
- Design and Construct Enhanced Airport Drainage
- Evaluate Runway 18R/36L for Base Failure
- Acquire New ARFF Vehicle
- Sealcoat and Crack Fill Txy F,D,E,H,C
- Sealcoat and Crack Fill East Ramp
- Sealcoat and Crack Fill Runway 18L/36R
- Evaluate Current ARFF station, design for remodel or replacement as needed
- Construct New Parallel Taxiway North of Runway 9/27
- Replace any or all taxiway and runway lighting as needed
- Rehabilitate Runway Surface 18R/36L
- Evaluate Runway 18L/36R length and extend for design aircraft

**WHEREAS**, funding for the Project shall be provided by the Federal Aviation Administration pursuant to a FAA Airport Improvement Project Grant;

**WHEREAS**, the scoring committee scored each submittal individually and met to compile the scores, as a result, URS Corporation, a professional engineering firm with subcontractors Design Engineering, Inc., GOTECH Inc, and Aviation Alliance, Inc (DBE) was selected for recommendation to the Management Authority to provide the engineering and construction administration services for the above listed projects,

**WHEREAS**, selection process for a firm to provide the requested professional services was conducted in accordance with the FAA Advisory Circular 150/5070-6B and 150/5100-14D;

**WHEREAS**, URS shall only provide services pursuant to Task Orders specifying the scope of professional services to be rendered and compensation for services approved by the Management Authority; and,

**WHEREAS**, the Management Authority considers it to be in the best interest of the Authority to approve a contract with URS Corporation for Master Airport Consulting Services.

**BE IT HEREBY RESOLVED**, that the Management Authority approves a Professional Services Contract with URS for the Master Airport Consulting Services.

**BE IT FURTHER RESOLVED**, that the Authority Chairman or Executive Director be and is hereby authorized to execute any and all documents necessary to carry out the above.

**AYES:** LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

**NAYS:**

**ABSTAIN:**

**ABSENT:** HASSINGER, SCOTT, HEATON

**RESOLUTION ADOPTED:** YES

**Motion No. 11-061313 - Request FAA repair and/or replace the Precision Approach Path Indicators for runways at New Orleans Lakefront Airport**

Mr. Pruitt advised that the PAPIs are FAA equipment which were destroyed due to Hurricane Isaac. The lights have not been replaced due to concerns over storm issues which have been resolved. Frank Landrum of the FAA is head of the department that handles lighting issues and advised that there is no funding to replace these lights. Mr. Landrum advised he could possibly repair two of the lights, but to date that has not occurred. There have been discussions with Mr. Velayos and Mr. Silco regarding this issue. There have been several complaints from customers and Mr. Fanguy, Mr. Matthews and two pilots attended the last Airport Committee meeting to discuss concerns regarding the lighting issue. Pilots are arriving at Lakefront Airport over the lake with nothing but a four foot high concrete wall. The lights advise pilots whether they are at the correct approach altitude for the runway.

Chairman Lupo advised that since these complaints are noted on the record, it is important to put the FAA on record in written form addressing the necessity of this safety element for Lakefront Airport.

Commissioner Saizan offered a motion to request FAA repair and/or replace the Precision Approach Path Indicators for runways at New Orleans Lakefront Airport, seconded by Commissioner Dufrechou and unanimously adopted to wit:

MOTION: 11-071813  
RESOLUTION: 11-071813  
BY: COMMISSIONER SAIZAN  
SECONDED: COMMISSIONER DUFRECHOU

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority (“Management Authority”) is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”);

**WHEREAS**, the New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority (the “Airport”);

**WHEREAS**, on July 6, 2013 Asiana Airlines Flight 214 crashed while landing at San Francisco International Airport killing two people, littering the runway with debris and forcing passengers to jump down emergency inflatable slides to safety;

**WHEREAS**, the Reuters news agency reported that a widely-used landing assistance system known as the “Glide Path” had been turned off at San Francisco International Airport for much of the summer and that this likely would be a factor to consider in the investigation of the crash;

**WHEREAS**, the Acting Director of Aviation for the Airport reported to the Airport Committee at its meeting held on July 11, 2013 that the Precision Approach Path Indicators, which are the “Glide Path” equipment, for runways 18R, 36L, 9, 27 and 36R at the Airport have not been operational since Hurricane Katrina;

**WHEREAS**, Precision Approach Path Indicators equipment for these runways at the Airport are provided by the United States Department of Transportation, Federal Aviation Administration.

**WHEREAS**, representatives of Landmark and Flightline First, Fixed Base Operators at the Airport, appeared at the regularly scheduled Airport Committee meeting and urged the Management Authority to request that the FAA as soon as possible repair and/or replace the Precision Approach Path Indicators for these runways at the Airport; and,

**WHEREAS**, the Management Authority resolved that it is in the best interest of the Airport and the flying public to request that the FAA repair and/or replace the Precision Approach Path Indicators for runways 18R, 36L, 9, 27 and 36R at the Airport as soon as possible.

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority requests that the FAA repair and/or replace the Precision Approach Path Indicators for runways 18R, 36L, 9, 27 and 36R at the Airport as soon as possible.

**BE IT FURTHER RESOLVED**, that the Management Authority Chairman or Executive Director be and is hereby authorized to execute any and all documents necessary to carry out the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

**Motion No. 12-071813 - Rescind Resolution No. 02-061313 and authorize purchase of flood insurance for Bastian-Mitchell Hangar at New Orleans Lakefront Airport**

Mr. Capo advised that Motion 02-061313 will be rescinded by this motion. Authorization is given to procure flood insurance policies under the National Flood Insurance Program for the Bastian-Mitchell Hangar at Lakefront Airport in the amount of \$500,000 with a \$50,000 deductible. The premium is not to exceed \$59,474 for the Bastian-Mitchell Hangar.

Mr. Nelson advised that the insurance premiums were previously unacceptable and the Authority decided to self-insure at that time. The Insurance Commissioner’s Office advised that the Authority could not self-insure which left the Authority in the position to be in violation of State statutes and unable to receive the insurance certification which allows the Authority to buy what insurance can be afforded. The coverage cost is \$60,000 for \$500,000 of coverage and a \$50,000 deductible. FEMA has historically reimbursed for deductibles and that legislation remains in place. There are no other viable options at this point. Mr. Metzger advised that only the State can self insure.

Commissioner Saizan offered a motion to rescind Resolution No. 02-061313 and to authorize the purchase of flood insurance for the Bastian-Mitchell Hangar at the New Orleans Lakefront Airport, seconded by Commissioner Hoffman and unanimously adopted to wit:

MOTION: 12-071813  
RESOLUTION: 12-071813  
BY: COMMISSIONER SAIZAN  
SECONDED: COMMISSIONER HOFFMAN

July 18, 2013

**RESOLUTION**

**WHEREAS**, the Non-Flood Protection Asset Management Authority ("Management Authority") is a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District ("District");

**WHEREAS**, the New Orleans Lakefront Airport is one of the non-flood protection assets of the District under the management and control of the Management Authority;

**WHEREAS**, in August of 2005 Hurricane Katrina made landfall on the Gulf Coast and tidal surges in Lake Pontchartrain from the Hurricane caused major damage at the New Orleans Lakefront Airport (the "Airport"), including the destruction of the Bastian-Mitchell and James Wedell Hangars (the "Hangars") at the Airport;

**WHEREAS**, FEMA provided funding for the reconstruction of the Hangars;

**WHEREAS**, the project for the reconstruction of the Bastian-Mitchell Hangar has reached substantial completion and a certificate of occupancy has been issued by the State Fire Marshal, and the reconstruction of the James Wedell Hangar will be completed within the next several months;

**WHEREAS**, the Finance Committee of the Management Authority at its meeting held on June 6, 2013 discussed options for flood insurance for the Hangars;

**WHEREAS**, the Finance Committee after considering these options, recommended that this matter be placed on the agenda for the June meeting of the Management Authority;

**WHEREAS**, the Management Authority at the June meeting adopted Resolution No. 02-061313 to self-insure the Bastian-Mitchell and James Wedell Hangars for flood damage;

**WHEREAS**, following the adoption of said Resolution, the Management Authority was advised by the Louisiana Department of Insurance that unless the Authority procured a flood insurance policy for the Hangars that the Management Authority would be responsible for funding all repairs due to flood damage, without any FEMA funding, and that the Management Authority would not be able to close out the FEMA Project Work Sheet for the Hangars, unless the Management Authority obtained flood insurance equal to the funding paid by FEMA for the reconstruction of the Hangars or unless the Louisiana Department of Insurance issue a certification stating that the insurance obtained by the Management Authority met the Department's requirement of obtaining at least \$500,000.00 of flood insurance coverage for each Hangar; and,

**WHEREAS**, the Management Authority after considering this matter resolved that it would be in the best interest of the Management Authority and Orleans Levee District to rescind Resolution No. 02-061313 and approve and authorize the procurement of a flood insurance policy under the National Flood Insurance Program with coverage in the amount of \$500,000.00, with a deductible of \$50,000.00 and for a premium of \$59,474.00 for the Bastian-Mitchell at the New Orleans Lakefront Airport;

**THEREFORE, BE IT HEREBY RESOLVED**, that the Management Authority hereby rescinds Resolution No. 02-061313 and approves and authorizes the procurement of a flood insurance policy under the National Flood Insurance Program with coverage in the amount of \$500,000.00, with a deductible of \$50,000.00 and for a premium of \$59,474.00 for the Bastian-Mitchell at the New Orleans Lakefront Airport;

**BE IT FURTHER RESOLVED**, that the Authority Chairman or Executive Director be and is hereby authorized to execute and any and all other documents necessary to carry out the above.

AYES: LUPO, ERNST, BAUDY, HOFFMAN, STACK, BRIEN, DUFRECHOU, TRASK, SAIZAN, CANTRELLE, DeROUEN

NAYS:

ABSTAIN:

ABSENT: HASSINGER, SCOTT, HEATON

RESOLUTION ADOPTED: YES

Chairman Lupo continued by stating that the Authority will purchase the insurance and continue to loan money to the Airport until it is self-supportive. Mr. Metzger will request that the loan be set up in the order of a line of credit. The Resolution could be amended and the amount increased as new loans are offered. Commissioner Hoffman suggested an annual reconciliation of what was actually lent to the Airport each fiscal year.

Commissioner Ernst addressed the six year statute of limitations and advised that any monies loaned to the Airport prior to 2007 are expired under the statute of limitations. This Authority cannot recover those monies. Chairman Lupo advised that all monies will be recovered since this Authority was put in place. Commissioner Ernst noted that the Authority has been operating under the assumption that the money loaned would be received back. The Authority has issued money to the Airport for additional expenditures under the assumption this money would be recovered at some point in time. The Resolution states that \$6 million was spent after Hurricane Katrina and \$5,072,268 was loaned to the Airport after Hurricane Katrina from non-airport revenue producing assets.

Mr. Capo advised that those amounts included all operational losses that revenue producing properties covered for the Airport. The \$6,900,000 was from non-Airport related FEMA projects. The Naval Reserve Facility was \$5.9 million and South Shore Harbor was \$600,000. The funds for those two facilities could have been used to repair other facilities, but instead went into the Terminal and restoration.

Commissioner Ernst requested Mr. Capo provide a summary of what monies may not be recoverable due to the statute of limitations. Mr. Metzger advised that the money would not have been recoverable as the Airport was not making a profit. The non-recoverable amount will be included in the loan document. Commissioner Hoffman noted that the real dollars spent on the Airport were through FEMA and what occurred after that time. Mr. Nelson added that FEMA dollars included the Naval Reserve Facility and other donor facilities put toward the Terminal exterior which was completed in 2010. The Authority is well within the six year statute of limitations for the Terminal interior renovations. Commissioner Saizan stated that chances are slim the Authority will recover any monies. In the historical context the Authority is doing the right thing for the City and the communities by not letting this facility fall. These things happen in public service and in government. Commissioner Ernst agreed and added that at some point there may be another mechanism by which this Authority can be compensated for monies spent in detriment of the non-Airport facilities.

Mr. Capo advised the total loaned by the Authority to Lakefront Airport is \$11,972,000. In fiscal year 07/01/06 – 06/30/07, which may not be recoverable, the loss covered by non-airport revenues was \$746,190.

#### **NEXT BOARD MEETING**

The next full Board meeting of the Non-Flood Protection Asset Management Authority is scheduled for Thursday, August 15, 2013 at 5:30 p.m.

#### **ADJOURNMENT**

Commissioner Ernst offered a motion to adjourn, seconded by Commissioner Saizan and unanimously adopted.

The meeting adjourned at 7:58 p.m.